

and condemnation of 180 sacks of cottonseed meal, remaining in the original unbroken packages at Chambersburg, Pa., alleging that the article had been shipped by the Home Oil Mills, from Decatur, Ala., on or about November 17, 1927, and had been transported from the State of Alabama into the State of Pennsylvania, and charging misbranding in violation of the food and drugs act. The article was labeled in part: "Helmet Brand Prime Cottonseed Meal. Protein (minimum) 41% Guaranteed Analysis."

It was alleged in the libel that the article was deficient in protein and was misbranded, in that the statement, borne on the sacks, "Prime Cottonseed Meal * * * Protein (minimum) 41% Guaranteed Analysis," was false and misleading and deceived and misled purchasers.

On January 11, 1928, the Ashcraft-Wilkinson Co., Atlanta, Ga., having appeared as claimant for the property, judgment of condemnation and forfeiture was entered and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, conditioned in part that it not be sold or shipped unless relabeled to show 38½ per cent content of protein.

W. M. JARDINE, *Secretary of Agriculture.*

15526. Adulteration of butter. U. S. v. 21 Tubs of Butter. Decree of condemnation entered. Product released under bond. (F. & D. No. 21191. I. S. No. 5548-x. S. No. E-5783.)

On July 1, 1926, the United States attorney for the District of Massachusetts, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 21 tubs of butter, remaining in the original unbroken packages at Boston, Mass., consigned about June 15, 1926, alleging that the article had been shipped by the Happy Land Creamery Co., Winter, Wis., and transported from the State of Wisconsin into the State of Massachusetts, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated, in that it was deficient in butterfat.

On July 14, 1926, the Wm. J. Haire Co., Boston, Mass., having appeared as claimant for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, conditioned in part that it not be sold or otherwise disposed of contrary to law. It was further ordered by the court that the said product be reconditioned under the supervision of this department so that it contain at least 80 per cent of butterfat.

W. M. JARDINE, *Secretary of Agriculture.*

15527. Adulteration of canned tonno (tuna). U. S. v. 11 Cases of Canned Tonno. Default decree of condemnation, forfeiture, and destruction. (F. & D. No. 22040. I. S. No. 15532-x. S. No. 87.)

On or about September 2, 1927, the United States attorney for the Eastern District of Louisiana, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 11 cases of canned tonno (tuna), remaining in the original packages at New Orleans, La., alleging that the article had been shipped by the Kittle-Joerissen Canning Co., Inc., Terminal Island, Calif., on or about October 13, 1926, and transported from the State of California into the State of Louisiana, and charging adulteration in violation of the food and drugs act. The article was labeled in part: (Can) "Allegria Brand Tonno * * * Kittle-Joerissen Canning Co., Inc. Terminal Island, Cal."

It was alleged in the libel that the article was adulterated, in that it consisted in part of a filthy, decomposed, and putrid animal substance.

On September 21, 1927, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be destroyed by the United States marshal.

W. M. JARDINE, *Secretary of Agriculture.*

15528. Adulteration of butter. U. S. v. 92 Tubs of Butter. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 22035. I. S. No. 14334-x. S. No. 64.)

On July 27, 1927, the United States attorney for the Western District of Kentucky, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and

condemnation of 92 tubs of butter, remaining in the original unbroken packages at Louisville, Ky., alleging that the article had been shipped by the Evansville Packing Co., Evansville, Ind., on or about June 28, 1927, and transported from the State of Indiana into the State of Kentucky, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated, in that a product which contained less than 80 per cent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 per cent by weight of milk fat as prescribed by the act of March 4, 1923, which the said article purported to be.

On August 22, 1927, Swift & Co. having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation was entered, and it was ordered by the court that the product be released to the said claimant upon the execution of a bond in the sum of \$2,000, conditioned in part that it be reconditioned under the supervision of this department.

W. M. JARDINE, *Secretary of Agriculture.*

15529. Adulteration of tangerines. U. S. v. 36 Half-Boxes of Tangerines. Default decree of destruction entered. (F. & D. No. 21896. I. S. No. 13315-x. S. No. E-5866.)

On or about April 7, 1927, the United States attorney for the Eastern District of Virginia, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States for said district a libel praying seizure and condemnation of 36 half-boxes of tangerines, at Richmond, Va., consigned by the Sunny South Packing Co., Arcadia, Fla., alleging that the article had been shipped from Arcadia, Fla., April 2, 1927, and transported from the State of Florida into the State of Virginia, and charging adulteration in violation of the food and drugs act.

Examination of the article by this department showed that it consisted in whole or in part of frost-damaged fruit.

It was alleged in the libel that the article was adulterated, in that it consisted in whole or in part of a filthy, decomposed, or putrid vegetable substance.

On May 16, 1927, no claimant having appeared for the property, judgment was entered ordering that the product be destroyed by the United States marshal.

W. M. JARDINE, *Secretary of Agriculture.*

15530. Adulteration and misbranding of meat and bone scrap. U. S. v. The Berg Co. Plea of guilty. Fine, \$800. (F. & D. No. 21570. I. S. Nos. 6337-x, 7865-x, 7866-x, 11857-x.)

On June 20, 1927, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Berg Co., a corporation, Philadelphia, Pa., alleging shipment by said company, in violation of the food and drugs act, on or about April 10, July 1, and July 2, 1926, from the State of Pennsylvania into the States of Maryland, Virginia, and Delaware, respectively, of quantities of meat and bone scrap, which was adulterated and misbranded. The article was labeled in part: "Berg's * * * Meat & Bone Scrap Guaranteed Analysis Min. Protein 45.00% (or "55.00%" or "50.00%") * * * Max. Fiber 3.00% (or "2.00%") * * * Manufactured By The Berg Company Incorporated Philadelphia, Pa."

Adulteration was alleged in the information with respect to the portion of the product consigned April 10, 1926, into Maryland, for the reason that a substance containing less than 45 per cent of protein and more than 3 per cent of fiber and containing undeclared ingredients, to wit, cottonseed meal, cacao by-product cake, and a substance resembling hoof or horn meal, had been mixed and packed with the article so as to reduce, lower, and injuriously affect its quality and strength. Adulteration was alleged with respect to all the said product for the reason that a substance containing less protein than declared on the label, and, with respect to a portion of the product, containing more than 3 per cent of fiber and undeclared ingredients, to wit, cottonseed meal, cacao by-product cake and a substance resembling hoof or horn meal, had been substituted for the said article.

Misbranding was alleged for the reason that the statements, "Poultry Meat & Bone Scrap Guaranteed Analysis Min. Protein 45.00% * * * Max. Fiber 3.00%," "55% Protein Poultry Meat & Bone Scrap Guaranteed Analysis Min. Protein 55.00%," "Poultry Meat & Bone Scrap Guaranteed Analysis Min. Pro-